

## Amendment 133

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 133 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19<sup>th</sup> day of April, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to modify the system to update the AV\_INST\_CRM Business View with the information provided by the Agencies. This work is performed per RFI RFCS-605 *AV\_INSTITUTIONS\_CRM Contact Information v4*.
- C. The parties agree that the work necessary to update the Business View will be performed and compensated as described below.

## Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to update the AV\_INST\_CRM Business View with the fields described in items (a) through (g) below. When more than one Contact exists under an agreement, a row will be returned for each Contact.
- (a) Contact Email address
  - (b) Contact Mailing address, including the following fields:
    - i. INSTITUTION\_MAILING\_ADDRESS1
    - ii. INSTITUTION\_MAILING\_ADDRESS2
    - iii. INSTITUTION\_MAILING\_ADDRESS\_CITY
    - iv. INSTITUTION\_MAILING\_ADDRESS\_STATE
    - v. INSTITUTION\_MAILING\_ZIP
  - (c) Contact Billing address, including the following fields:
    - i. INSTITUTION\_BILLING\_ADDRESS1
    - ii. INSTITUTION\_BILLING\_ADDRESS2
    - iii. INSTITUTION\_BILLING\_ADDRESS\_CITY
    - iv. INSTITUTION\_BILLING\_ADDRESS\_STATE
    - v. INSTITUTION\_BILLING\_ZIP
  - (d) Contact Delivery address, including the following fields:
    - i. INSTITUTION\_DELIVERY\_ADDRESS1
    - ii. INSTITUTION\_DELIVERY\_ADDRESS2
    - iii. INSTITUTION\_DELIVERY\_ADDRESS\_CITY
    - iv. INSTITUTION\_DELIVERY\_ADDRESS\_STATE
    - v. INSTITUTION\_DELIVERY\_ZIP
  - (e) PROGRAM\_CATEGORY\_ID
  - (f) CONTRACT\_END
  - (g) CONTRACT\_START

1.2 The Contractor will update the following system documentation:

- (a) SEA-02513 Database View Design

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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To perform the work to update the AV_INST_CRM Business View with the information provided by the Agencies.	
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<b>TOTAL</b>	<b>\$4231</b>
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### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Thirty-three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

**The Agencies**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Their: \_\_\_\_\_

On behalf of the Agencies

Date: \_\_\_\_\_

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

  
Elaine Aulgur

19-Apr-11  
Date

In the presence of:

  
Witness Signature

19-APR-11  
Date

Witness name: TAMM HAZARD